
State:	District of Columbia	Filing Company:	NOVA Casualty Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
Product Name:	CW Misc. GL Form Filing		
Project Name/Number:	Specialty/Nova/GL/CW-GL-20004		

Filing at a Glance

Company:	NOVA Casualty Company
Product Name:	CW – Misc. GL Form Filing
State:	District of Columbia
TOI:	17.0 Other Liability-Occ/Claims Made
Sub-TOI:	17.0001 Commercial General Liability
Filing Type:	Form
Date Submitted:	01/14/2020
SERFF Tr Num:	HNVR-132214012
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	CW-GL-20004
Effective Date	07/01/2020
Requested (New):	
Effective Date	07/01/2020
Requested (Renewal):	
Author(s):	Jenifer Kochis, Robert Hayden
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State: District of Columbia **Filing Company:** NOVA Casualty Company
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Product Name: CW Misc. GL Form Filing
Project Name/Number: Specialty/Nova/GL/CW-GL-20004

General Information

Project Name: Specialty/Nova/GL

Project Number: CW-GL-20004

Reference Organization:

Reference Title:

Filing Status Changed: 01/14/2020

State Status Changed:

Created By: Jenifer Kochis

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Robert Hayden

Filing Description:

Nova Casualty Company respectfully submits an optional new and revised form to be used with our General Liability policies.

In support of this filing, we are providing the following:

- Forms
- Form Memorandum
- Any required transmittals and checklists
-

Thank you for your attention and review of this SERFF submission. Should you have any questions regarding this filing, please contact this office.

Company and Contact

Filing Contact Information

Robert Hayden, Associate Compliance Analyst

rhayden@hanover.com

440 Lincoln Street

508-855-3138 [Phone] 3138 [Ext]

Worcester, MA 01653

508-855-4786 [FAX]

Filing Company Information

NOVA Casualty Company

CoCode: 42552

State of Domicile: New York

440 Lincoln Street

Group Code: 88

Company Type: Property and Casualty

Worcester, MA 01653

Group Name: Hanover Insurance Group

State ID Number:

(508) 855-1000 ext. [Phone]

FEIN Number: 16-1140177

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	Filing Company:	NOVA Casualty Company
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		EXCLUSION – PUNITIVE DAMAGES	AGL00570919	09 19	END	Replaced	Previous Filing Number:	HNVR-131363936		AGL00570919 Punitive Damages Exclusion (rev).pdf
							Replaced Form Number:	AGL0057 1117		
2		LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION	AGL20551019	10 19	END	New				AGL20551019 Limitation On Designated Premises, Project Or Operation.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**:

This insurance does not apply to:

Punitive Damages

Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

- B.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – LIQUOR LIABILITY COVERAGE** in the **LIQUOR LIABILITY COVERAGE PART**:

This insurance does not apply to:

Punitive Damages

Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:
- 1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
 - b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (1)** The "bodily injury" or "property damage":
 - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b)** Is caused, in whole or in part, by the project or operation shown in the Schedule;
 - (2)** The "bodily injury" or "property damage" occurs during the policy period; and
 - (3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
 - 2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1)** The offense is caused, in whole or in part, by your business:
 - (a)** Performed on the premises shown in the Schedule; or
 - (b)** In connection with the project or operation shown in the Schedule; and
 - (2)** The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

 - (1)** False arrest, detention or imprisonment; or
 - (2)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

COMMERCIAL GENERAL LIABILITY

then such offense must be caused, in whole or in part, by your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:
 - a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
 - (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (2) Is caused, in whole or in part, by the project or operation shown in the Schedule;provided that:
 - (a) The accident takes place during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph B. apply:

1. Paragraph 1.b. under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
 - b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (1) The "bodily injury" or "property damage":
 - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b) Is caused, in whole or in part, by the project or operation shown in the Schedule;
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.
2. Paragraph 1.b. under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1) The offense is caused, in whole or in part, by your business:
 - (a) Performed on the premises shown in the Schedule; or
 - (b) In connection with the project or operation shown in the Schedule;
 - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must be caused, in whole or in part, by your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:
 - a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
 - (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (2) Is caused, in whole or in part, by the project or operation shown in the Schedule; provided that:
 - (a) The accident takes place during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and

COMMERCIAL GENERAL LIABILITY

- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

All other terms and conditions of the policy remain unchanged.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A - not a ppa filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A - we are not a third party filer
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	AGL00570919; Side by Side Comparison
Comments:	
Attachment(s):	AGL00570919 Punitive Damages Exclusion marked up copy.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	GL Explanatory Memo.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	HNVR-132214012	State Tracking #:		Company Tracking #:	CW-GL-20004
State:	District of Columbia	Filing Company:		NOVA Casualty Company	
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability				
Product Name:	CW Misc. GL Form Filing				
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This insurance does not apply to:

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Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

B. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – LIQUOR LIABILITY COVERAGE** in the **LIQUOR LIABILITY COVERAGE PART**:

This insurance does not apply to:

Punitive Damages

Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

All other terms and conditions of the policy remain unchanged.



Explanatory Memorandum Form

NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), would like to file the following two optional forms for use with Division Six – General Liability

In compliance with the insurance laws and regulations in your state, NOVA Casualty Company (NCC) respectfully submits both a new and a revised optional form for use with General Liability policies.

NEW – AGL2055 Limitation On Designated Premises, Project Or Operation. This form provides the option to limit coverage to specific premises and/or projects or operations.

REVISED – AGL0057 Exclusion – Punitive Damages. This form has been revised to add the liquor liability coverage part and will continue to be optional at the request of the insured.

There is no rate impact with this filing.